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4 BILL NO. S-77-01-12

5 SPECIAL ORDINANCE NO. S-16-77

6 AN ORDINANCE approving a contract
7 with Brooks Construction Company
for Resolution No. 5732-1976:
Pontiac Street.

8

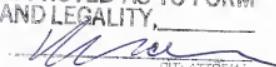
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated December 16, 1976,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Brooks Construction Company, for:

14 Resolution No. 5732-1976: Pontiac Street:
15 from the east property line of Lafayette
16 Street to the west property line of Anthony
17 Boulevard as follows: 1. Remove and re-
build catch basins. 2. Remove, replace
and adjust manhole castings. 3. Remove
and rebuild inlet,
18 for a total cost of \$18,000.00, all as more particularly set forth
19 in said contract which is on file in the Office of the Board of
20 Public Works and is by reference incorporated herein, made a part
21 hereof and is hereby in all things ratified, confirmed and
22 approved.

23 SECTION 2. This Ordinance shall be in full force
24 and effect from and after its passage and approval by the Mayor.
25
26
27

28 
29 _____
30 Councilman

31
32 APPROVED AS TO FORM
33 AND LEGALITY,
34 
35

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED ~~(POST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HINGA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HUNTER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>MOSES</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHIMDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 1-25-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 1-16-77 on the 25th day of Jan, 1977.
ATTEST: Charles W. Westerman John Nuckols
(SEAL)

CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of January, 1976,
at the hour of 11:00 o'clock a. M. E.S.T.

Rahel Elamshong
MAYOR

Bill No. S-77-01-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Brooks Construction Company
for Resolution No. 5732-1976: Pontiac Street

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Q PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

O'Schmidt

Vivian G. Schmidt

Paul Burns

Samuel J. Talarico

DATE 1-25-77 COMPLETED IN
CHARLES W. WESTERMAN, CITY CLERK

REMOVE & REPLACE DRAINAGE STRUCTURE
 PROJECT PONTIAC ST. - LAFAYETTE TO July
 DATE 11/10/76 RES. NO. 5732

CONTRACTORS		ESTIMATE	EXTENSION	BLOCKS COST	UNIT BID
STREETS — QUAN	ALLEYS — UNIT				
18	EACH	REBUILD CATCH BAIN WITH TRAP	1,000. ⁰⁰	18,000. ⁰⁰	150. ⁰⁰ 13
12	EACH	M.H. CASTINGS Replaced \$ ADJUSTED	275. ⁰⁰	3,300. ⁰⁰	175. ⁰⁰ 2
1	EACH	REBUILD INLET	400. ⁰⁰	400. ⁰⁰	400. ⁰⁰
8	EACH	ABANDON DRAINAGE STRUCTURES	85. ⁰⁰	680. ⁰⁰	250. ⁰⁰ 4
<u>TOTAL</u>			\$ 22,380. ⁰⁰		\$ 16
<hr/>					

~~STRUCTURED~~
ID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACT

This Agreement, made and entered into this 16 day of December, 1976

by and between

----- BROOKS CONSTRUCTION COMPANY -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5732-1976: Pontiac Street: from the east property line

of Lafayette Street to the west property line of Anthony Boulevard as follows:

1. Remove and rebuild catch basins.
2. Remove, replace and adjust manhole castings.
3. Remove and rebuild inlet.

by grading and paving the roadway to a width of XXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5732-76 and at the following price per linear foot

At the following prices:

Rebuild catch basin with trap	Seven hundred and fifty dollars and no cents per each.	\$750.00
Manhole castings replaced and adjusted	One hundred and seventy-five dollars and no cents per each.	\$175.00
Rebuild inlet	Four hundred dollars and no cents per each	\$400.00
Abandon drainage structures	Two hundred and fifty dollars and no cents per each	\$250.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision-Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. _____ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before May 1, 1977, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date _____, 19_____, until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 25
day of November, 1976.

BROOKS CONSTRUCTION COMPANY

BY: *Habib C. Fisher*

ITS: *H. Fisher*

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Stan W. Lam
May J. Scott
John L. Chisholm
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

James N. Burn
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we _____
BROOKS CONSTRUCTION COMPANY _____ Contractors
as principal, and _____
--AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA----- as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____
--EIGHTEEN THOUSAND DOLLARS AND NO CENTS-----

(\$18,000.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said

BROOKS CONSTRUCTION COMPANY-----
did on the _____ day of _____
_____, enter into a contract with the City of Fort Wayne to construct a
Pavement
on Res. No. 5732-76 Pontiac Street from the east property line of
Lafayette Street to the west property line of Anthony Boulevard as follows:
1. Remove and rebuild catch basins. 2. Remove, replace and adjust manhole
castings. 3. Remove and rebuild inlet.

according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said

BROOKS CONSTRUCTION COMPANY----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 24th day of November 1976

AMERICAN STATES INSURANCE COMPANY

J. Nathan Berger
Attorney-in-fact

BROOKS CONSTRUCTION COMPANY (SEAL)

BY: Butt T. Brooks (SEAL)

ITS: Brooks (SEAL)

Approved this 16 day of December, 1976

E. H. Leman
May 9, 1977
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

----- BROOKS CONSTRUCTION COMPANY -----

as principal, and ----- AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

----- EIGHTEEN THOUSAND DOLLARS AND NO CENTS -----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 18,000.00) -----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 21 day of November 1976

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY

(SEAL)

W.T. Michael Baugher
Attorney-in-fact

BY: Robert F. Scott (SEAL)

ITS: Re. (SEAL)

(SEAL)

Approved this 16 day of December, 1976

Ettie H. Laddan
May J. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

NOVEMBER 16, 1976

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

----- N. RICHARD BOERGER and RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 1974

AMERICAN STATES INSURANCE COMPANY

(SEAL)

ATTEST: Stanley L. Riegel

Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

By William M. Evans
Second Vice-President

On this 15th day of May, A. D. 1974, before me personally came

William M. Evans

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 10th

day of November, A. D. 1976.

(SEAL)

Form 7-1459 (12-72)

Stanley L. Riegel
Assistant Secretary

3481

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Brooks Const. on Res. 5732-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-77-01-121

SYNOPSIS OF ORDINANCE Contract of Brooks Construction Company in amount of \$18,000.00

provides for rebuilding and restoring drainage structures on Pontiac Street from Lafayette Street to Anthony Boulevard.

This was the low of six bids received.

(SEE ATTACHED TABULATION)

EFFECT OF PASSAGE Drainage facilities refurbished

EFFECT OF NON-PASSAGE Inability to make improvement

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to the Board of Works

MVH Account - \$18,000.00

ASSIGNED TO COMMITTEE Moses - Public Works